BEFORE USING SAFETY-KLEEN SOLVENTS, CLEANING SOLUTIONS OR EQUIPMENT, READ ALL APPLICABLE MATERIAL SAFETY DATA SHEETS (MSDS), LABELS, AND INSTRUCTIONS. IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION, PLEASE CONTACT YOUR LOCAL SAFETY-KLEEN SERVICE CENTER OR CALL 1-800-669-5740

- A. PROVISIONS APPLICABLE TO SAFETY KLEEN'S PARTS CLEANER AND PAINT GUN CLEANER SERVICES. The following three paragraphs A. 1-3, apply only where Safety-Ideen furnishes its parts Cleaner or Paint Gun Cleaner Services to Outstand
 - 1. Safety-Kleen agrees to collect for reclamation from Customer the used solvent supplied by Safety-Kleen to parts or paint gun cleaner machines(s). Collection of the used solvent shall be on a periodic basis as otherwise provided herein.

 Safety-Kleen shall reclaim the used solvent for population. Safety-Kleen has the capacity and is permitted to accept, store and/or reclaim the spent solvents provided to Customer hereunder. Safety-Kleen and customer agree that this agreement is interided to setisfy the requirements of 40 Code of Federal Regulations 262:20(e), as amended, and any state regulations which implement said provision. Customer agrees to keep this form on file for 3 years from the date of last services.
 - 2. Customer agrees that it will not introduce any substance into the solvent or aqueous cleening solution, including without fimitation any hazardous weste or-fizzardous waste consistent incidental to the normal use of the machine. Customer further agrees that it will not clean parts/paint guns that have been contaminated with or otherwise introduce polychlorinated hiphenyls (POB's), herbicides, pesticides, dioxins or listed hazardous wastes into the solvent or bouldous cleaning solution.
 - 3. If Safety-Kleen provides its Nonhazardous Parts Clepher or Paint Cun Cleaner Services to Customer, Customer represents, warrante and certifies that the solvent or aqueous solution collected by Safety-Kleen hereunder has not been mixed, combined or otherwise blended in any quantity with any material that would render the solvent or aqueous deaning solution hazardous under applicable law, including without limitation 40 CFR part 261. Customer further represents, warrants and pertifies that such solvent or aqueous deaning solution was generated in the same process that generated the waste solvent or aqueous cleaning solution that was: (a) sampled and analyzed by Safety-Kleen to qualifies and has elected not to have its waste solvent or aqueous cleaning solutions analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.
- B. PROVISION APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER, PAINT GUN CLEANER AND IMAGING SERVICES. The following paragraph B. 1 applies only where Safety-Kleen furnished IIIs Parts Cleaner, Paint Cun Cleaner or Imaging Services to Customer:
 - 1. Customer acknowledges placement of the parts cleaner units(s), immersion cleaner units(s), paint gun deaner unit(s), metallic replacement compliance system(s) anyor electrolytic unit(s) set forth on the face of this document. Safety-Kleen agrees to service and maintain its equipment, and Customer agrees that all servicing, repair and maintain noe of such equipment shall be performed only by Safety-Kleen. Except as provided below for on-site disposal of aqueous cleaning solutions, all Safety-Kleen equipment, solvents and aqueous cleaning solutions shall remain the property of Safety-Kleen and shall be returned to Safety-Kleen upon termination of service. Customer agrees to pay for replacement of such equipment due to loss or damage. All Customer-owned equipment shall be serviced by Safety-Kleen, but shall be maintained and repaired by and remain the property of Customer.

In the event Customer's elects to dispose of aqueous cleaning solutions provided hereunder at Customer's site, title to such solutions shall pass to Customer upon such disposal. In such event, Customer (a) represents and warrants that such on-site disposal complies with all applicable laws, regulations and orders and (b) agrees to indermitly, hold harmless and defend Safety-Kleen from and against any and all claims, penalties losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, contamination and cleanup and any remedial adiphis under the Octoperselion and Liability Act of 1980 or compensation and Response.

Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may incur, become responsible for, or suffer by reason of such disposal of aqueous despring solutions provided hereunder at Customer's site.

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- C. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY, IMAGING SERVICES AND OTHER WASTE HANDLING AND DISPOSAL SERVICES. The following two paragraphs C. 1-2 apply where Safety-Kleen furnishes its Fluid Recovery, Imaging Services or any other handling or disposal Services to Customer for which a Metadal Profile is required:
 - 1. In accordance with the Agreement by and between Customer and Safety-Kleen, which is incorporated herein by this reference. Customer represents, warrants and hereby re-certifies to Safety-Kleen that all waste materials (the "Waste Materials") tendered by Customer to Safety-Kleen will conform to the description of such Waste Materials contained in the Material Profile that was submitted by Customer for such Waste Materials and the Material Profile Report which bears the Profile or Reference number associated with that particular stream of Waste Materials. Customer re-certifies that no material change has occurred either in the characteristics of the Waste Materials or the process generating the Waste Materials. Outstomer acknowledges and agrees that the Waste Materials, as well as any nonconforming Waste Materials, shall be handled in accordance with the terms.
 - 2 If Safety-Kleen provides its Nonhazardous Fluid Recovery Service to Customer hereunder, Customer represents, warrants and certifies that the Waste Materials collected by Safety-Kleen (a) were produced in the same process that produced the waste materials described in said Material Profile Material Profile Report and (b) have not been mixed, combined or otherwise blended in any quantity with any material which would render the Waste Materials hazardous under applicable law, including without firmitation 40 CFR Part 261.
 - PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PAINT WASTE SERVICE.

 The following four paragraphs D. 1-4 apply only where Safety-Kleen furnishes its.

 Paint Waste Service to Customer.
 - Safety-Kleen agrees to collect, transport, recycle and/or dispose of, iffinancordance with all applicable laws and regulations, all paint thinners, solvents and paints ("Paint Waste") generated by Custorier and tendered to Safety-Kleen. Customer represents and warrants that all Paint Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.
 - Customer agrees that Peint Waste that is not pumpable or has six inches or more of settled solids will be subject to additional changes.
 - All storage equipment and containers provided by Safety-Kleen shall, be end remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.
 - 4. If Safety-Kleen provides its Nonhazardous Pairt Weste Service to Costomer in Pereunder, Customer represents, warrants and pertifies that the Pairt Weste collected by Safety-Kleen has not been mixed, combined or otherwise blended in any quantity with any material that would render the Pairt Waste hazardous. If I in under applicable law, including without limitation 40 CFR Part 261. Customer further represents, warrants and certifies that such Pairt Waste was produced in the same process that produced the Pairt Waste that was (a) sampled and I analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its pairt waste stream analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.
- E PROVISIONS APPLICABLE TO SAFETY-KLEEN'S DRY CLEANING SERVICE.

 The following two paragraphs E. 1-2 apply only where Safety-Reen furnishes its Div.

 Cleaning Service to Customer.
- 1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all dry cleaning filter cartridges, filter powder, and still residues containing perchiproethylene, petroleum naptha or triflurctrichloroethane dry cleaning solvents ("Dry Cleaning Waste") generated by Customer and tendered to Safety-Kleen in accordance with all applicable laws and regulations. Customer egrees to store its Dry Cleaning Waste in containers provided by Safety-Kleen and agrees not to mix its different streams of Dry Cleaning Waste together or with other materials. Customer represents and warrants that all Dry Cleaning Waste tendered by Customer to Safety-Kleen will opinform to the DOT description of such waste contained on the face of this Service and Sales Abdrowledgment.

2. All storage equipment and containers provided by Safety-Kleen, shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.

F. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN SERVICES. The followings: six paragraphs F. 1-6, apply to all Sefety-Need Services.

1. Safety-Kleen agrees to indermify, hold harmless and defend Customer from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or compensation superfund law), which Customer may incur, become responsible log or suffer by reason of: (a) Safety-Kleen's breach of any representation; warranty, term or provision of this Agreement or (b) the negligence, intentional misconduct or violation of law of this Agreement.

Customer agrees to indemnify, hold harmless and defend Safety-Reen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, sottlement and reasonable attorney; consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Resportse, Compensation and Liability Act of 1980 or compensible state superfund law), which Safety Kloen may incur, become responsible for, or suffer by reason of:

(a) Customer's breach of any representation, warrantly term or provision of this Agreement (b) the negligence, intentional misconduct or violation of law of Customer, its employees, agents, or subcontractors in the performance of this Agreement

In the event that any claims, penalties, losses damages, costs, expenses and other liabilities referred to above are contributed to by the breach of contract, riegilgence, intentional misconduct or violation of law of both Safety-Kleen and Customer, the parties agree that all such claims, penalties, losses, damages, costs, expenses and other liabilities shall be apportioned among the parties on the basis of their comparative degrees of fault.

Customer certifies that all material tendered to Safety-Kleen are properly dessified, described packaged marked and labeled and are in proper condition for transportation in accordance with applicable regulations of the Department of Transportation.

Customer agrees that service hereunder will continue until Customer or Safetyklebriteminates service. If Customer is a party to a One or Two Year Service Agreement or Exclusive Service/Gueranteed Pricing Agreement with Safetykleen, the parties may only ferminate service as provided in such agreement. If Customer is not a party to such an agreement, either party may terminate by furnishing the other party with sixty (60) days prior written notice thereof.

- 4. Customer shall pay Safety-Kleen according to Safety-Kleen's standard price schedules, which schedules are subject to change by Safety-Kleen from time to time without notice; provided, however, that in the event Customer has entered into Safety-Kleen's One or Two Year Service Agreement or Guaranteed Pricing/Exclusive Service Agreement, prices will be as set forth in such agreement. Prices do not include any applicable sales tax: 'All amounts due Safety-Kleen are subject to an interest charge of the lesser of 1/2% per month (18% per annum) or the maximum rate allowed by few on any unpaid invoices that are not paid within thirty (30) days.'
 - 5. If any legal action is commenced because of an alfeged dispute, breach, default, or misrepresentation, the prevailing party shall be entitled to recover attorney's fees and costs (including costs of collection), in addition to any other frelief to which it may be entitled.
 - In the event the credit card issuer refuses to accept the credit card charge for this transaction set forth on the front of this document, Safety-Kleen is authorized to charge the amount of this transaction to Customer's Safety-Kleen account.

Safety-Kleen, its agents and contractors, have the capacity, and are authorized and permitted, in accordance with all applicable laws and regulations, to transport, accept, store, reclaim and/or dispose of the wastes listed on this document.



MIKE BORST BRANCH INDUSTRIAL MANAGER

SAFETY-KLEEN CORP.

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